सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No.	:	IN-KA535434656171245
Certificate Issued Date	:	06-Jun-2020 10:59 AM
Account Reference	:	NONACC (FI)/ kaksfcl08/ SANJAYNAGAR2/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08135118328288595
Purchased by	:	KARNATAKA MATERIAL TEST HOUSE PVT LTD
Description of Document	:	Article 12 Bond
Description	:	TENDER
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER
Second Party	:	KARNATAKA MATERIAL TEST HOUSE PVT LTD
Stamp Duty Paid By	:	KARNATAKA MATERIAL TEST HOUSE PVT LTD
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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KARNATAKA MATERIAL TEST HOUSE PVT LTD IN-KA535434656171245 RS. 200 06-JUN-2020 10:59 AM

CONTRACT FOR CONSULTING SERVICES.

Please write or type below this line

Agreement No: EE/YNK.D/AG/ 35 /2020-21 **Dated:** 10/6/2020

This Contract is entered into on the between **The Executive Engineer, Yelahanka Division BBMP, Bangalore – 560064.**

And

Sri B Narayanaswamy , (karnataka Material Test House Pvt Ltd) .# 08 (10/3), 4th Cross, Basaveswara Layout, Nagashettihalli RMV 2nd Stage Bangalore 560094

Consultant

Executive Engineer
(yelahanka Division) BBMP- Bangalore

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to roads, drains and other developmental works in Attur ward no-03 under road development head in Chief Minister Nava Nagarothan grants of Yelahanka division. (Package -02)

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("The Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, Consultant's Personnel" to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. Term:

The Consultancy services for preparation of project report for the said project roads will be required for a period of 8 weeks.

3. Payment:

A. **Ceiling:** For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs. 8,00,000.00 /-** (Rupees Eight lakhs only) **inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant. The Consultant has submitted Security deposit amount received of **Rs. 40,000/-** in the form of TDR Vide No:39394989641**, Dated: 10-6-2020** From State Bank of India , Bhoopasandra Branch , Security deposit recovered from the Consultant shall be released only after approval of PMC without interest thereon as per tender document.

Consultant

Executive Engineer
(yelahanka Division) BBMP- Bangalore

4. **NOW THEREFORE** the Parties i.e., the Client and the Consultant hereby agree as follows.

The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.

a. The General Conditions of Contract (hereinafter called the "GC") as stated in the RFP Document.

b. The Special Conditions of Contract (hereinafter called the "SC") as stated in the RFP Document.

c. The Following Appendices.

Appendix A: Description of Services

As stated in the RFP Document.

Appendix B: Reporting Requirements

The Consultant shall submit the following Reports in course of the Assignment and shall constitute the Basis for the Payment.

Sl. No.	Description	Submission in Time from the Commencement of Services	No.of Copies
1.	Inception Report covering Approach and Methodology	20th day from the Start Date	3
2.	Monthly Progress Report	5th day of the every month	3
3.	Completion Report and Maintenance Manual	30 days after Completion of the Works (Provisional Acceptance)	3
4.	As Built Drawings furnished by the Contractor	45 days after Completion of the Works (Provisional Acceptance)	6

The Consultant shall submit Soft Copy of the Reports as indicated above.

Appendix C: Key Personnel and Sub Consultant

As stated in the RFP Document.

Appendix D: Services and Facilities provided by the Client

As stated in the RFP Document.

Consultant

Executive Engineer
(Yelahanka Division BBMP)

5. The Mutual Rights and Obligations of the Client and the Consultant shall be as set forth in the Contract, in particular

   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and

   b. The Client shall make Payments to the Consultants in accordance with the following Schedule of Payment.

      i. 5% of Contract Price: On entering into Agreement and against Submission of Bank Guarantee of equivalent amount.
      ii. 20% of Contract Price: On achieving 20% of Physical Progress at Site.
      iii. 20% of Contract Price: On achieving 40% of Physical Progress at Site.
      iv. 20% of Contract Price: On achieving 60% of Physical Progress at Site.
      v. 20% of Contract Price: On achieving 80% of Physical Progress at Site.
      vi. 10% of Contract Price: On Submission of Completion Report, Maintenance Manual and As Built Drawings.
      vii. 5% of Contract Price: At the end of Defect Liability Period.

6. **Payment Conditions**
   The Payment shall be made in Indian Rupees, within 60 days of Receipt of the Invoice submitted by the Consultant.

7. **Time Schedule**
   The Contract Period for the Consultancy Services shall be till the completion of the main work and it will be effective from the Date the Contract is signed by both the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For the Client	For the Consultant
Signed by:	Signed by:
Name and Designation	Name and Designation
Witnesses	
1. Signature	2. Signature
Consultant	Executive Engineer (Yelahanka Division BBMP)